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Current Topics.

The Bishops and Divorce.

THIS JOURNAL is concerned neither with theology nor Ecclesiastical doctrine. Obedience to the law, however, is within its province, and we must therefore express our sincere regret that men in the responsible position of the bishops at the Lambeth Conference have deliberately passed a resolution to countenance lawlessness. This resolution, the second as to divorce, is to the effect that, where an innocent person has re-married after divorce under civil sanction, and desires to receive the Holy Communion, they recommend that the case should be referred for consideration to the bishop, subject to provincial regulations. Two assumptions obviously underlie this resolution: (1) That Communion must be refused to the guilty party in divorce who has re-married; (2) that it may be so refused to the innocent party if the bishop chooses or provincial regulations require. Both these assumptions are, of course, entirely against the judgments in *Thompson* v. *Dibdin* [1912] A.C. 533. That case, which dealt with the repulsion of a would-be communicant by a clergyman because he had married his deceased wife's sister, did not directly concern divorce. The repulsion could only be justified by the plea that the man and his wife, having contracted a marriage which the Church did not recognise, were "notorious evil livers" within the rubric. Lord LOREBURN said (p. 540): "I regret that this plea was placed upon the record . . . It is inconceivable that any court of law should allow as a lawful cause [i.e. of repulsion] the cohabitation of two persons whose union is directly sanctioned by Act of Parliament and as valid as any other marriage within the realm." This, of course, would apply in terms to the re-marriage of divorced persons, and, in fact, the saving of clerical consciences in s. 1 of the Deceased Wife's Sister's Marriage Act, 1907, is wider than that in ss. 57 and 58 of the Matrimonial Causes Act, 1857. Re-married divorcees, therefore, members of the Church of England and living with their spouses, are entitled as of right to Communion, and the clergymen, bishops, and archbishops who deprive them of it are guilty of an offence against the law. Incidentally, the distinction between the "innocent" petitioner and "guilty" respondent has no substance in the twentieth century, when husbands, with the entire approval of their wives, stay in hotels for a night with other women because the law offers them their freedom on no other terms. In such cases the wife is as morally guilty of the offence (or supposed offence, if it does not actually take place) as the husband. The bishops still appear to live in a medieval atmosphere of their own, and, while they do so, cannot justly complain if young people respect neither them nor their doctrines.

The Definition of "Right and Straight."

A RESERVED judgment was recently delivered at Leicester County Court in *Cooper* v. *Key*, in which the plaintiff had paid £25 15s. for a cow described by the auctioneer as an in-calf cow, warranted right and straight. The cow calved the next day, and eight days later the plaintiff called in a veterinary surgeon, who diagnosed tuberculosis. The county veterinary authority subsequently ordered the cow to be slaughtered, and fixed compensation at £16, subject to post-mortem examination, the assumption being that the cow was not necessarily tubercular. It transpired, however, that the disease was deep-seated and had probably existed for a year, the result being that compensation was reduced to £4 and the calf was sold for £2 4s. 4d. His Honour Judge HAYDON, K.C., observed that there was no custom or usage as to rescission on breach of warranty, and no time limit for complaints, and, as the plaintiff had acted reasonably, a question arose as to the measure of damage. The defendant contended that this was the difference between £25 15s., the price paid, and £21, the price at which the cow could admittedly have been sold without a warranty, as she was apparently in good condition. The plaintiff, however, had not bought for re-sale, but intended to use the cow in his business, and was therefore under no obligation to mitigate his damage, as this procedure would have entailed an immediate loss. Moreover, a diseased animal, which has to be slaughtered, cannot be compared to inferior goods, which retain a market value. The utmost value was therefore £4, which could be credited to the defendant, but the plaintiff was entitled also to his veterinary surgeon's fee, £3 3s. An item of £1 10s. for three weeks' keep was disallowed, as keep was only chargeable if there was a right to return the animal. Judgment was therefore given for the plaintiff for £22 13s. 8d. and costs. A previous judgment on the above subject was reported in "Practice Notes" entitled "The Rights and Liabilities of Dairy Farmers," in our issue of 17th May, 1930, 74 SOL. J. 315. In the first-named case, *supra*, both parties were members of the National Farmers Union, and there was no allegation of unfair dealing, as the issues were confined to the scope of the warranty and the measure of damage.

A Fine without the Option.

A YOUTH, fined at Wokingham for assaulting a girl by kissing her when unwilling to be kissed, was fined and allowed a week to pay. He said he would rather go to prison at once, whereupon a matter-of-fact police superintendent duly observed, "Oh, no. You will go at the convenience of the law, not at your own time." This reading of s. 1 of the Criminal Justice Administration Act, 1917, is sound, though the course adopted is a little unusual. A warrant of committal "shall not issue unless" the defendant "upon being asked by the court whether he desires that time should be allowed for payment, does not express any such desire." Nowhere is it said that a warrant shall issue if he so desire. Indeed, late in the section it is provided that a defendant who surrenders before the expiration of the time allowed for payment and states he prefers immediate committal, "*may*

if " the court " thinks fit " be thereupon committed. But the court may hold its hand.

Amusement Caterers and Automatic Machines.

EACH HOLIDAY season brings a fresh manifestation of an old problem, as shown by two cases at the last Preston Quarter Sessions, in which the defendants were charged with keeping common gaming houses at Blackpool. In *Rex* v. *Williams and Durandeux* the prosecution alleged breaches of the Gaming Act, and also of the Betting Act, by the use of an auto-dominoes machine, which was started by means of a penny in the slot. The machine was like a cash register, inside which were three revolving drums bearing impressions of dominoes, each drum being controlled by a trigger. The winnings varied with the combinations, e.g. three sixes returned twenty pennies, but the prosecution contended that the drums revolved too quickly for the dominoes to be distinguished, so that the element of skill was eliminated. The defendants contended that the game was one of skill and not chance, but they were found guilty and bound over, being also ordered to pay the costs. In *Rex* v. *Newby and Others* the defendants were similarly charged with regard to " The Little Stockbroker," which was also started by a penny in the slot, and returned varying amounts according to the market at which it stopped, e.g. Textiles 5d., Shipping 4d., Coal 2d. The prosecution contended that people played without regard to the instructions, and merely to get money, but the defendants' case was that (1) it was obvious what would happen to each penny inserted, (2) it was impossible to bet on a certainty. It was further pointed out that, if the question of its being a gaming machine depended on the reading of instructions and the method of handling, the telephone was a good example, owing to the difficulty of (*a*) getting the right number, and (*b*) remembering to press button B, and so obtaining a return of 2d. The jury found the defendants guilty and they were bound over by the Chairman Sir JAMES OPENSHAW, who ordered them to pay the costs, but expressed the hope that there would be an appeal.

Police Powers Extraordinary.

UNDER THE heading " Brighton, Tuesday," " Our own correspondent " communicates to an evening journal the following interesting item. " The police should be given power to keep such things as boxes on wheels from the crowded streets, was the rider of an inquest jury " on a boy who crashed into a bus when riding in a sugar-box on wheels. " An ex-policeman, who was foreman of the jury, said that thirty years ago, when he was in the force, the police had power to confiscate these boxes." We should be glad if the learned ex-police officer, who perhaps reads our journal, would make known whence the power he exercised was derived, whether from common law or statute—or police orders. They are all of equal authority, of course, with some preponderance in the police orders. But perhaps it was after all only an example of that pleasant police paternalism which, though not legally justifiable, occasionally works with advantage to all, including the apparent victim of tyranny. Certain things may be done which must not however be attempted to be justified.

The Magnification of the Hooter.

WE ARE not here referring to the increase in the size and power of loud speakers and signal horns. The German lust for super-efficiency has produced a monstrous thing which will issue articulate sounds audible five miles off, a horror comparable in kind, though not in degree, with the neighbour's loud-speaking wireless set, which interrupts the Sunday afternoon nap in the garden, or compels the closing of windows on a sultry day; and the makers of motor cars have developed horns of stridency sufficient to paralyse the victim before the car smashes him. But not only is the hooter a danger by its physical properties. It often produces a dangerous mentality in its user. *Caveat ambulator* is fast becoming a motoring maxim, and this is largely due to over-reliance on warning signals so called. Many drivers are satisfied that they have done all that is necessary if they blare at the inattentive pedestrian; brakes are for more important occasions, such as an impending collision with a steam-roller or telegraph post. In the caustic words of an exasperated solicitor, once muttered in a police court, " Some people drive on their horns." A well-known gambit of the cab-driver who has had an accident, whether due to his fault or not, is to utter the formula, "Didn't you hear my hooter ? " often telescoped into, " Didn yere me hooter ? " If the hooter has been sounded, the question forces the fact into the consciousness of the victim or the prospective witness. If it has not been sounded the question, as likely as not, hypnotises them into the belief that it has. This is useful in courts where it counts one if you have hooted. In fact, the hooter wants using with discretion and evidence of its use needs careful scrutiny. Some people would have escaped with their lives across the track of an approaching car had they not been confused and terrified by the roar of a horn right in their ears. Giving warning is only one element in good driving. Giving belated warning is dangerous at the moment, and misleading later.

Hari Kari.

THE DEAN of St. Paul's, who is nothing if he is not stimulating, has suggested that our law and ethics on the subject of suicide are worth reconsideration, and that convicts condemned to death should be allowed to carry out the sentence in their own way. The law that suicide is a felony, " *felo de se*," is very ancient, and, now that forfeiture of property is abolished, would hardly be worth changing (since the offender places himself beyond punishment) but for one matter. It has led to coroners' juries, in these humanitarian days, continually bringing in verdicts of death during temporary insanity, even when they have found that the deceased has deliberately murdered somebody else the previous minute. The object of these verdicts is of course to allow of the ordinary burial rites, forbidden to a suicide by church law, and to spare unnecessary pain to the relatives. A conscientious clergyman who is faced with such a verdict, and believes that the suicide has been deliberate, is placed in a somewhat painful dilemma, and if a measure were framed to relieve him and give him discretion as to the service, Parliament would surely sanction it. Such a measure should, if necessary, provide that the relatives could choose another clergyman for the burial, if the incumbent objected personally to read the full service. The euthanasia, performed either by the sufferer from some incurable and painful disease, or by some friend of his on him, is a topic of recurrence. That it is uncompromisingly discountenanced both by our church and criminal law may be seen from our last note on it, 71 SOL. J. 733, where we quoted a pronouncement of Lord BRAMPTON, and discussed the paradox that humane people kill their favourite animals to save them from painful and lingering death, but prolong the lives of their nearest and dearest relatives in such circumstances, sometimes artificially, by oxygen, etc. The idea of requiring the criminal condemned to death to carry out the sentence himself is of course familiar enough in Japan, where the method chosen appears to be very painful, but has not hitherto found favour with our legislators. Probably English convicts would not be so obliging as the well-bred Japanese, and some of them might even say that, on principle, they disapproved of the whole thing, and declined to associate themselves with it at all. It has its possibilities, however, and one may imagine the warder on the fateful day coming to BILL SIKES with a bowl of poison in one hand and a dagger in the other, quite after the tradition of good QUEEN ELEANOR, only to be told that the unfortunate man, who had had a good breakfast, had decided on death by chronic alcoholism as a far, far better way.

The Coal Mines Act, 1930.

With special reference to other recent Mining Legislation.

By DAVID BOWEN, Barrister-at-Law
(Formerly Head of the Mining Department, the University of Leeds.)

II.

Title.—This Act is intituled :—

An Act to provide for regulating and facilitating the production, supply and sale of coal by owners of coal mines ; for the temporary amendment of s. 3 of the Coal Mines Regulation Act, 1908 (relating to hours of working) ; for the constitution and functions of a Coal Mines National Industrial Board ; and for purposes connected with the matters aforesaid.

It is now settled law that the title of an Act of Parliament is an important part of the Act (see *Fielding* v. *Morley Corporation* [1899] 1 Ch. 3 ; *Jones* v. *Shervington* [1908] 77 L.J., K.B. 774 ; *Ambler* v. *Bradford Corporation* [1902] 2 Ch. 594), and may be referred to for the purpose of ascertaining its general scope (*Fenton* v. *Thorley* [1903] A.C. 447), and of throwing light on its construction. But it should be borne in mind that the construction of a statute is not limited by its title. The statute must be construed according to the intention of the Legislature, and such intention is best declared by the actual words of the statute (*Fordyce* v. *Bridges* (1847), 1 H.L.C. 4 ; *Income Tax Commrs.* v. *Pemsel* [1891] A.C. 534).

In construing statutes, the grammatical and ordinary sense of the words is to be adhered to, unless that would lead to some absurdity, or some repugnance or inconsistency with the rest of the statute, in which case the ordinary sense of the words must be modified so as to avoid that absurdity and inconsistency, but no further. If the language is technical or scientific and it is used in a matter relating to the art or science to which it belongs, its technical or scientific meaning must be considered its primary meaning (see *Holt* v. *Collyer* [1881] 16 Ch.D. 718, 720) ; and where the literal or primary meaning of a word is excluded by the context, there must be given to the word such of the secondary meanings that it properly bears as will enable a uniform and consistent intention to be collected from every part of the context. A section of a statute may be a substantive enactment in itself ; nevertheless, the statute must be read and construed as a whole (*Pretty* v. *Solly* (1859), 26 Beav. 606, 610).

The Mining Industry Act, 1920, the Mines (Working Facilities and Support) Act, 1923, the Mining Industry Act, 1926, and the Coal Mines Act, 1930, are statutes of the same character and should be regarded as a whole for purposes of construction. The comparison of the Coal Mines Act, 1930, with the other Acts mentioned affords a useful aid in resolving doubts in the following cases, namely : (*a*) when the question is how far, if at all, an earlier statute has been repealed by a later one ; (*b*) when difficulties arise out of apparently conflicting language in statutes concurrently in operation ; (*c*) where words are susceptible of diverse meanings, one of which may be accepted and the others rejected by considerations derived from the policy of the law as declared in other statutes dealing with the same subject.

It has been laid down that to construe these Acts in a highly technical and narrow manner would be quite foreign to the spirit and purpose of remedial legislation of this kind, and that such legislation should be read broadly and should not have its obvious purpose cramped and stultified by fine drawn distinctions and verbal niceties (see the judgments in the Court of Appeal in the *Application of the Tilmanstone Collieries, Ltd.*, under the Acts of 1923 and 1926).

For the sake of brevity, only those parts of the Act are set out in these articles as are of primary importance.

PART I : PRODUCTION, SUPPLY AND SALE OF COAL.

Section 1 (1).—There shall be a scheme (hereinafter in this Act referred to as " the central scheme ") regulating the production, supply and sale of coal by owners of coal mines situated in Great Britain, which shall, subject to the provisions of the scheme, be administered by a body referred to in this Act as the " central council " ; and, subject to the provisions of this Act, there shall be for every district a scheme (hereafter in this Act referred to as a " district scheme ") regulating the production, supply and sale of coal by owners of coal mines situated in the district, which shall, subject to the provisions of the scheme, be administered by a body referred to in this Act as an " executive board."

" *There shall be a Scheme.*"—Having regard to the intention of the Legislature as expressed in the Act as a whole, it is submitted that this provision imports an absolute obligation and is not merely directory ; that is to say, it must be fulfilled exactly and not merely substantially.

Scheme.—There must be a " central scheme " applicable to Great Britain as a whole, and a " district scheme " for every district. " District " means for these purposes a district mentioned in Part I of the Schedule to the Act, subject to any amalgamation or adjustment of districts under Part II of that Schedule.

Provisions of Schemes.—The provisions of the central scheme are to be gathered from ss. 1 (1), 2, 6 and 9 of the Act, and those of the district schemes from ss. 1 (1), 3, 4, 6 and 9 of the Act. Many of the provisions of the central and district schemes are identical in substance, but, naturally, the central scheme must contain provisions peculiar to itself, because of the co-ordinative functions of the central council and because the central council is concerned mainly with districts as units, whilst the district schemes and executive boards are concerned with each mine as a unit.

For the sake of convenience, the matters to be provided for by the various schemes are summarised here.

All the schemes must provide for the following matters :—

(1) The regulation of (*a*) the production, (*b*) the supply, and (*c*) the sale, of coal by owners of coal mines within the area to which the scheme applies (see s. 1 (1) ;

(2) The constitution of the central council in the case of the central scheme, and of the executive board in the case of each district scheme (see ss. 2 (1) and 3 (1) ;

(3) For empowering the central council or the executive board, as the case may be, to appoint officers and do all things necessary for the discharge of their functions under the scheme (see ss. 2 (2) (*a*) and 3 (2) (*a*)) ;

(4) For the collection by the central council from the executive boards, and by the executive boards from the owners of coal mines in the district, of levies imposed in each case in proportion to the output or disposal of the district or mine, as the case may be, for the purpose of defraying the expenses of the council or executive board, as the case may be (see ss. 2 (2) (*e*) and 3 (2) (*g*)) ;

(5) The establishment of a central fund for the central scheme and of a district fund for each district ; for the administration and control of the fund (subject to the provisions of the scheme) by the central council or executive board, as the case may be ; for the payment into the fund of any money received by the council or executive board, as the case may be, for the purposes of the scheme ; and for the payment out of the fund of the expenses of the council or of the executive board, as the case may be, and of any moneys payable out of the fund under the provisions of the scheme (see ss. 2 (2) (*f*) and 3 (2) (*h*)) ;

(6) The appointment of trustees for the council or the executive board, as the case may be ; for the vesting in the trustees of the central fund or the district fund, as the case may be ; and for enabling the trustees to sue and be sued for and on behalf of the council or the executive board, as the case may be (see ss. 2 (2) (*g*) and 3 (2) (*i*)) ;

(7) For requiring the executive boards to furnish to the central council and owners of coal mines in a district to furnish to the executive board for that district, such returns,

accounts and other information as the council or board may consider necessary for the operation of the scheme (see ss. 2 (2) (*h*) and 3 (2) (*j*));

(8) For securing (*a*)—in the case of the central scheme—that any executive board which is aggrieved by any act or omission of the central council or of any other executive board or of any other persons in respect of their functions under a scheme, may refer the matter to one or more independent arbitrators, appointed in such manner as may be provided by the scheme, and for the manner in which any such reference is to be heard and determined (see s. 2 (2) (*i*)); and (*b*)—in the case of a district scheme—that any owner of a coal mine in the district who is aggrieved by any act or omission of the executive board or of any other persons in respect of their functions under the scheme, may refer the matter to one or more independent arbitrators, appointed in such manner as may be provided by the scheme; and for the manner in which any such reference is to be heard and determined (see s. 3 (2) (*l*));

(9) For the imposition and recovery of monetary penalties for contraventions or failure to comply with the scheme (see ss. 2 (2) (*j*) and 3 (2) (*m*)); and

(10) For the manner in which the assets and liabilities of the council or executive board, as the case may be, are to be dealt with on the expiration of this part of the Act (see ss. 2 (*k*) and 3 (2) (*n*));

(11) For such matters as appear to the Board of Trade to be incidental to, or consequential on the provisions of the Act or to be necessary for giving effect to such provisions (ss. 2 (3) and 3 (3) (*b*)).

The central scheme must provide for the following additional matters:—

(1) For the allocation to each district by the council, after consultation with the executive board for the district, of a maximum output for the district (in the Act referred to as "the district allocation") such maximum being fixed after taking into consideration and providing for the last ascertained consumption in that district of coal produced therein (s. 2 (2) (*h*));

(2) For the district allocation being determined at such times and for such periods as the council think fit, so, however, that the council shall be required to amend the allocation during any such period if they are satisfied upon the representation of the executive board of the district that it is necessary to do so in order to meet an increased demand for coal or any class of coal (s. 2 (2) (*c*));

(3) For the consideration by the council of the operation of the district schemes and for the giving of advice thereon by the council to the executive boards for the several districts with a view to co-ordinating the operation of the district schemes (s. 2 (2) (*d*)).

Every district scheme must provide for the following additional matters:—

(1) For the determination of the class to which any coal produced in the district belongs for any purpose (s. 3 (2) (*b*));

(2) For the determination of the standard tonnage of every coal mine in the district in respect of coal or class of coal, provided that the method of determination is specified in the scheme and is such a method as will ensure that, for the purpose of the determination, regard will be had to the special circumstances of every coal mine (including the efficiency and economy of the working of the coal mine, the extent to which it has been developed or is being developed for economic working, the extent to which its output has been increasing or decreasing) (s. 3 (2) (*c*));

(3) For the determination of the proportion (i.e., "quota") of the standard tonnage which each coal mine in the district is to be allowed to produce, subject to the provisoes to be noticed later (s. 3 (2) (*d*));

(4) For enabling arrangements to be made by owners of coal mines in the district, whereby the output of coal or any class of coal from any such mine may exceed the quota fixed for that mine so long as the output of coal or that class of coal from some other mine in the district is correspondingly lower than the quota fixed for that other mine (s. 3 (2) (*e*));

(5) For determining the price below which every class of coal produced in the district may not be sold or supplied and for securing that the actual consideration obtained by the sale or supply of the several classes of coal (other than coal supplied free or at reduced rates to employees and the dependants of former employees) shall not be less in value than the price so determined (s. 3 (2) (*f*));

(6) If desired, for the determination of the standard tonnage of, and quota for, any two or more coal mines in the district which are worked by the same colliery undertaking as if they were one coal mine (s. 3 (2) (proviso)).

(*To be continued.*)

This and succeeding articles which it is intended to publish are reprinted or adapted by Mr. Bowen by arrangement with the proprietors of the *Colliery Guardian* from fuller and more technical articles which he is contributing week by week to that journal.

Lawyers on Holiday.

[From our Special Correspondent.]

Wednesday, 13th August.

We had been led to suppose that the ship would arrive at Father Point, "about 9 o'clock," last night, but at whatever time she arrived, she certainly did not *leave* until 1.30 this morning. The first breakfast was fixed for 7 o'clock, and after getting our light luggage packed, and in the baggage room, we had plenty of time to enjoy the sunshine, and admire the picturesque banks of this fine river, the St. Lawrence. It runs through a peaceful and well settled country, with pleasant villages dotted along its banks, each with its church, and, very often, its own little pier. As we reached Quebec and swung round to get alongside the quay, we had a fine view of the Chateau Frontenac, and, far below it, the Fort and the Heights of Abraham. We found cars of all sorts waiting for us, and were taken for a rapid drive round the city, giving us an opportunity of seeing some of the principal sights, including the famous monuments to "Wolfe Victorious," and his gallant enemy Montcalm. Sir John Simon had during the voyage given us a most interesting and eloquent address on the subject of Wolfe's victory, which added greatly to our interest in visiting the scene of the battle. We then bundled into two trains, the Red Train of the Canadian Pacific, and the Green Train of the Canadian Northern Railway, and hurried off on our five hours' journey to Montreal, which we reached in time for most of the party to attend the conferring of degrees at the McGill University on Sir John Simon, Lord Macmillan, Sir F. Boyd Merriman, K.C., M.P., and Maître Henri Decagis, of the French Bar. At 8.30 we were entertained right royally at a banquet given by the Montreal Bar Association. The speech of the evening was made by Lord Dunedin, who replied to the toast of "The Guests," speaking first in English, and then in French, to the delight of this large French-speaking assembly, who, as he sat down, sang "*Il 'a gagni ses epaulettes.*"

Thursday, 14th August.

We had but a short night as we had to be on board our respective trains at 8.55 for the three hours' journey to Ottawa. We have had but a peep at Montreal and many of us would have liked to see a little more of our courteous hosts of last night, but we have a very strenuous day before us. We were met at the station by the Members of the Reception Committee, and, at 1 o'clock, sat down to an excellent lunch at the Chateau Laurier Hotel, which, with its 1,100 bedrooms, is one of the landmarks of Ottawa. At 2.30 we visited Parliament Buildings, the seat of the Government of Canada, which were almost entirely destroyed by fire in 1915. At

4.30 the delegation attended a garden party at Government House (Rideau Hall), and were received most graciously by Viscount and Lady WILLINGDON. At 8 o'clock we were entertained at a banquet given by The Hon. R. B. BENNETT, K.C., M.P., and his charming sister. Mr. BENNETT holds the unique position of President of the Canadian Bar Association, while, at the same time, he is the (new) Premier of Canada. Immediately dinner was over we had to hurry off to the station, in evening dress (our rooms having been cleared of luggage during dinner) to catch the 11.40 train for Toronto, and many of us had our first experience of undressing, which presented some difficulties, and sleeping, which, after a somewhat exhausting day, was comparatively easy, in a Canadian train.

Friday, 15th August.

We arrived at Toronto at 7.45 a.m., and were glad to find bedrooms (each with its own bath) awaiting us at The Royal York Hotel, and at 10 o'clock assembled for the opening session of the Canadian Bar Association, held on the "Conference Floor" of this magnificent hotel. Some excellent speeches were made, including one by Mr. FALKIE of the Canadian Bench, The Right Hon. Sir WILLIAM MULOCK, P.C., K.C.M.G., who, at eighty-seven years of age, rivals even Lord DUNEDIN in eloquence and activity. Other speakers among our party were Mr. Justice MAUGHAM, Mr. J. H. STAMP, Sir WM. BULL, Messrs. KEITH and JOHNSTON of the Scotch Bar, and Mr. Justice HANNA (Irish Free State), whose speech one could not help thinking was intended for consumption in Ireland. Another luncheon at which some 1,000 people sat down, the chairman being Mr. L. S. LAURENT, K.C., LL.D., Vice-President of the Dominion; the speakers being Mr. Justice WRIGHT and Sir BOYD MERRIMAN. At 4 o'clock we all drove off to Government House, where, in delightful weather, and charming grounds, we were given tea by the Lieut.-Governor of Ontario (The Hon. WM. D. ROSS) and Mrs. ROSS. At 7.30 we were the guests of The Prime Minister of Ontario (The Hon. G. HOWARD FERGUSON, K.C., LL.D., M.P.), and again some 1,000 people sat down to dinner. At all the banquets we have attended (except at Montreal) iced water is the only beverage, there being a government ordinance that, although liquor may be purchased, it cannot be drunk in any public place. It must be admitted that no one seems any the worse for this embargo, and we drink the health of the KING as fervently *in water*, as that of another King used to be drunk "over the water." Lord DUNEDIN read a gracious telegram from His Majesty, wishing us a happy and successful journey, and other speeches were made by Mr. R. M. MONTGOMERY, K.C., and by a young Irish Barrister (Mr. R. DRENTON BARRY), who describes Lord DUNEDIN as "the Enfant Terrible," of the party, and gave some of us a lesson in after-dinner speaking. The evening ended with a reception and dance given by the President of the Association and Prime Minister (Mr. R. B. BENNETT) and finished in the "Sma' hours."

Saturday, 16th August.

At 11.30 this morning Lord TOMLIN and Sir ROGER GREGORY addressed the Convention, and at lunch we had speeches from Sir JOHN SIMON and Mr. J. E. SINGLETON, K.C. In the afternoon there was a special convocation of the University of Toronto, when degrees were conferred upon Lord DUNEDIN, Lord TOMLIN, Sir WM. JOWITT and Sir JOHN SIMON, and this was followed by a garden party in the University grounds. Another large attended banquet put the finishing touch on our visit to Toronto, and we again listened to a veritable flood of oratory. The most interesting feature of the evening was the presentation by Sir JOHN SIMON and Sir ROGER GREGORY on behalf of the Temple, Gray's Inn, Lincoln's Inn and The Law Society, of a magnificent silver gilt rosewater bowl, a gift to the Canadian Bar Association, which was very warmly received. We concluded with "Auld Lang Syne," and parted most regretfully from our most courteous and friendly hosts.

Gift to the Welsh Church held not "Charitable."

THERE appears to have been almost an epidemic of cases of charitable trusts or on the border line of charity, recently, with a tendency to deny to charity the benefit of any doubt. In *In re Jackson, The Times,* 4th July, EVE, J., had to decide upon the validity of a gift of a share of residue to the Archbishop or senior bishop for the time being of Wales to be paid to the general fund of the Church in Wales. So far there could be no possible doubt that the testatrix had made a valid charitable gift. Unfortunately she proceeded to add an alternative "or to be applied in any manner in his (the Archbishop's) discretion for helping to carry on the work of the Church in Wales." Counsel for the Archbishop and the Attorney-General contended that the alternative made no difference to the general intention, but gave a discretion to the Archbishop to apply the gift to any other fund or object such, for instance, as the fund of any particular diocese, or other church fund which might be in special need, and the argument appears to give the most reasonable explanation of the alternative. But EVE, J., rejected it, and notwithstanding that his decision on a very similar point in *In re Bain* [1930] 1 Ch. 224, was reversed when it reached the Court of Appeal (see 73 SOL. J. 490), held that the words following the disjunctive "or" gave the Archbishop of Wales a discretion to apply the money to any object, whether strictly charitable or not, which, in his opinion, might "help to carry on the work of the Church in Wales." He founded his decision, as he did in *In re Bain*, on the Privy Council case of *Dunne* v. *Byrne* [1912] A.C. 407, where the gift was to the Roman Catholic Archbishop of Brisbane "to be expended wholly or in part as such Archbishop may judge most conducive to the good of religion in his diocese." These are different and much wider and vaguer words than in *In re Jackson*, and moreover a decision of the Privy Council, though entitled to respect, is not technically binding on the High Court. *Dunne* v. *Byrne* was an exceptional case, which ought not to be extended. But there is another fundamental distinction between *In re Jackson* and the other cases above referred to. In the earlier cases there was no alternative, unless the words "in whole or in part" in *Dunne* v. *Byrne* can be regarded as creating an alternative; the gift was either charitable or not charitable; in *In re Jackson* the main object of the gift was charitable, and it was only an alternative method of disposition by the legatee which the court considered might possibly infringe the limits of a charity. The decision of EVE, J., is, we submit, one which conflicts with the general rule as stated in "Tudor on Charities," at p. 125, that whenever a clear intention to devote property to charity is shown and that intention is not confined to a particular form of charity which is initially impracticable or illegal, effect must be given to it. The principle is based on the decisions of Lord ELDON in *Moggridge* v. *Thackwell*, 7 Ves. 36, and *Mills* v. *Farmer*, 19 Ves. 432, in which latter case the Lord Chancellor said of *Moggridge* v. *Thackwell* that it was "a case that, bound by precedent, I decided as much against my inclination as any act of my judicial life." "The Court does not hold that the mode is of the substance of the legacy, but will effectuate the gift of charity, as the substance."

We hope that the case of *In re Jackson* will be taken to a higher court, as there is a good deal of confusion caused by conflicting decisions on this branch of the law, which needs a re-statement of general principles. It is really a stronger case than *In re Bain*. We venture to submit that where a clearly defined charitable intention is established, the court should give legal effect to it, and has power to reject as invalid any alternative expression of intention which may "spill over," so to speak, into the debatable land of perpetuity, in the same way as the court rejects and avoids any gift which infringes the rule against perpetuities, while carefully preserving dispositions in the same instrument which do not infringe

that rule, and do not themselves depend or are expectant upon a prior gift which is void for remoteness. The principle with regard to such cases is illustrated in *Webb* v. *Sadler*, L.R. 8 Ch. App. 419 and *In re Abbott* [1893] 1 Ch. 54.

Company Law and Practice.

XLII.

PROTECTION OF CLASS RIGHTS.—I.

REFERENCE has already been made in this column to the protection for the rights of minorities afforded, or purported to be afforded, by s. 61 of the Companies Act, 1929, and the first application thereunder which appears to have found its way into a report is the case of *Re Drey Simpson & Co.*, in the Manchester Chancery Court before Vice-Chancellor Sir COURTHOPE WILSON, K.C. The report is to be found in the *Manchester Guardian* for the 31st July last, and it is of considerable interest to the company practitioner.

It may be well in the first place briefly to recapitulate the provisions of s. 61 ; the substance of the section is that where class rights are duly varied in accordance with provisions of the articles, the holders of not less than 15 per cent. of the issued shares of the class may apply to the court to have the variation cancelled. The application is by petition (Ord. 53 B, r. 5 (*e*)), and where the court is satisfied, having regard to all the circumstances of the case, that the variation would unfairly prejudice the shareholders of the class represented by the applicant, it may disallow the variation, but, if it is not so satisfied, it must confirm the variation.

The comments in "Buckley," 11th ed., at p. 132, on this section are illuminating, and the doubt there expressed as to the practical value of the rights conferred by the section upon minorities seem to be well founded. There is a further suggestion made by the learned editors that the section may perhaps prove detrimental to minority interests, in that there is authority for the proposition that a single shareholder could, before the commencement of the Act, have a variation not made *bona fide* declared invalid, and that as, presumably, the section can only cover *non-bona fide* variations, it may be argued that the 15 per cent. is now an essential where a variation is sought to be disallowed. The present writer, however, submits that this view is rather too pessimistic, if only for the reason that the court would be unlikely to hold that its general equitable jurisdiction has been whittled away by a statute which is not expressed to affect it. On the other hand, it may be noticed that in s. 149 (the disclosure by directors of interest in contracts) the draftsman has been careful to add a sub-section at the end to the effect that nothing in the section is to be taken to prejudice the operation of any rule of law restricting directors of a company from having any interest in contracts with the company.

Be that as it may, and whether minorities are now in a worse, the same, or a better position, we need not overmuch concern ourselves with it here, though while on the point it may be said at once that the section did not help the minority in *Re Drey Simpson & Co.*, except indirectly, in that on the application it was held that the resolution approving the variation was invalid, because no poll was granted when demanded, a decision which would, but for the fact that the company submitted to have the point decided on that application, have necessitated an action. The report is not ample enough for one to be able to say what the point with regard to the demand for the poll being valid or invalid was, but it appears that, at the class meeting, one holder of shares of the class who voted against the resolution demanded a poll, and the demand was refused by the chairman of the meeting on the ground that it was necessary for three holders of those shares to make the demand before it could be granted.

Apparently the chairman's view of the articles of association was wrong, for the learned Vice-Chancellor held that the petitioner was entitled to a poll, and added that, as he held 9,250 shares of the class out of 23,470 issued, it was clear that the three-fourths' majority requisite under the articles could not be obtained, and therefore the variation would not be able to succeed. It is not reported what form the order took, but as the decision was not arrived at with the assistance of s. 61, presumably no direct disallowance of the variation was made ; a declaration that the resolution was not duly passed was asked for in the alternative, and it would appear to meet the case if such a declaration were made.

In spite of the fact that the decision was not thus directly on the section, it is of some assistance in considering it, and next week it is proposed to refer to the facts of the case, and to the remarks of the learned Vice-Chancellor when considering the section.

(*To be continued.*)

A Conveyancer's Diary.

Dower.

In a letter published last week Mr. W. H. Walmsley traverses the article appearing in THE SOLICITORS' JOURNAL for the 7th June, in which Mr. Farrer replied to his critics. Mr. Walmsley evidently has little opinion of Mr. Farrer's logic, and (very politely, be it said) sets out to show that the whole matter is really as simple as can be. There is, it appears, nothing whatever in the theory advanced by Mr. Farrer that dower still exists and attaches to all the real estate of a husband and is rendered ineffectual only on his death intestate. In fact, the contentions which many humbler folk ventured to think had something in them worthy at least of serious consideration, turn out to be nothing or less than nothing. For indeed, if Mr. Farrer's arguments were to be disposed of by such easy means as those followed by Mr. Walmsley in his letter, they would scarcely be deserving of the attention which he and other learned correspondents of this journal have bestowed upon them.

I am led to refer to this controversy this week because Mr. Walmsley at the end of his letter suggests that I might take an opportunity of dealing with it, and is so kind as to write in terms of appreciation of my weekly articles. I can assure Mr. Walmsley that I am much encouraged by what he says, and I hope he will believe that I mean it. I find that criticism (generally kindly although often misdirected) is the lot which usually falls to me. I am therefore only too grateful for any mead of appreciation which may come my way. For that reason, if for no other, I would gladly endeavour to express my views upon this dower question or, at any rate, attempt to sum up the *pros* and *cons* of the matter.

But I write this week under difficulties which are likely to continue until the blight of the long vacation has passed. I am overcome with an unspeakable lethargy from which even Mr. Walmsley's politely put challenge will not rouse me.

This much I will say, and in doing so must run the risk of being "scoffed at" since I certainly cannot lay claim to Mr. Farrer's eminence or learning—I think that dower does still attach as it did at common law before the Dower Act, and that that Act did not, and the repeal of that Act has not, affected the title of a wife which arose and still arises either upon marriage or upon the subsequent seisin of the husband. The effect of the Dower Act was to defeat that title in certain eventualities, but not to prevent it from attaching in the first place. I am writing away from books, but I feel sure that view can be supported. I do not say that the controversy ends there, but if I (or rather Mr. Farrer) be right in that, there is much to be said for the contention that the repeal of the Dower Act has had unforeseen consequences.

I will return to this subject. That is, if the Editor will let me !

Rent-charge Benefit and Burden of Covenant for Payment.

I see that the Court of Appeal has upheld the decision of Clauson, J., in *Grant* v. *Edmondson* [1930] W.N. 211. I commented upon this case in the issue of this JOURNAL for 7th June, and took occasion to refer to the earlier authorities on the subject.

It will be remembered that the effect of the decision was that the owner of a rent-charge, being an assign of the covenantee, could not sue the personal representatives of the original covenantor upon the covenant of the latter, and involved the proposition that the benefit of a covenant to pay a rent-charge does not run with the rent.

I received some letters on this subject at the time, from which it appeared that it was thought that I had taken a mistaken view of the effect of the decision. I thought that I had made it plain that a rent-charge could always be enforced against the owner in possession for the time being of the land. That undoubtedly is so, but the action is not, in such a case, upon the covenant but is an action for debt against the terre-tenant.

I pointed out, however, that a tenant for years was not a terre-tenant and could not be sued as such, and whilst suggesting that, for that reason, it might be that such an action would not lie against a mortgagee in possession whose estate is now converted into an estate for years, I doubted whether that was really so. A correspondent wrote to me pointing out that the learned editors of "Prideaux's Precedents," in Vol. I, at p. 754, express the view that a mortgagee in possession would not now be liable as a terre-tenant. I have not since had an opportunity of dealing with that question, but with, of course, great respect to the writer of the note referred to in "Prideaux," I still think that it is very doubtful whether the conversion of the mortgagee's interest into a term of years has had the effect suggested with regard to this matter.

Landlord and Tenant Notebook.

Claim for Use and Occupation.

The presumption that anyone using and occupying land belonging to another with his consent has agreed to pay for the accommodation gave rise to the action for use and occupation. (See as to this presumption the remarks of Denman, L.C.J., in *Gibson* v. *Kirk*, *infra*, at p. 856). By this action damages can often be recovered when, but for some flaw, a tenancy could be proved and rent claimed. When the Distress for Rent Act, 1737, s. 14, was passed, Parliament was providing for cases in which the non-observance of formalities prevented a landowner from suing as a landlord, for the preamble to the section recites that its object is "to obviate some difficulties that sometimes occur in the recovery of rents, where the demises are not by deed"; the operative words are qualified by the phrase "where the agreement is not by deed"; but it has been held that though the plaintiff could sue as a landlord under a valid tenancy agreement—in this case from year to year, at an agreed rental—there is nothing to prevent him from putting forward a claim as for use and occupation if he prefers to take that course: *Gibson* v. *Kirk* (1841), 1 Q.B. 850.

Developments in the doctrine of part performance have made such occasions as the statute contemplates less frequent, and the action, which lay at common law long before the passing of the Distress for Rent Act (see *Beverley* v. *Lincoln Gas Light & Coke Co.* (1837), 6 A. & E. 829, at p. 839), is more often brought in cases in which the incompleteness of the agreement rather than the absence of formalities hinders the plaintiff. In the case of *Theatre Royal, Drury Lane Proprietors* v. *Chapman* (1843), 1 Car. & Kir. 14, both elements were present; on the death of a tenant who had rented the bars of the theatre, her son, the defendant, asked to be allowed to take her place; the plaintiffs having informally agreed, he carried on the business. It was left to the jury to say whether he had occupied as assignee or whether there had been a fresh letting.

A good illustration of occupation under an incomplete agreement is provided by the case of *Dawes* v. *Dowling* (1874), 31 L.T. 65. The parties had been in negotiation for a three years' agreement, and the defendant, intended shooting tenant, had already occupied the premises for a month when it transpired that he and the plaintiff were not *ad idem*, no agreement having been reached as to a right to dispose of the house which the plaintiff wished to reserve. The defendant was held liable to pay for the month.

Akin to the "no treaty" type of case is that in which the landlord has failed to fulfil a condition precedent, e.g., as to repairs. The decisions in *Smith* v. *Eldridge* (1854), 15 C.B. 236, and *Fox* v. *Slaughter* (1919), 63 SOL. J. 704, appear to conflict if the headnotes alone be read, but the facts and findings in the older case are not very fully set out, and it is to be presumed that there was evidence from which an agreement to pay could be inferred. Consequently, the defence that no *rent* was to be payable until the landlord had executed the repairs failed to meet the claim for use and occupation. In *Fox* v. *Slaughter* the matter was raised by way of counter-claim in an action for illegal distress, but the finding being that the terms of the agreement—the first payment of rent to be made on the date of the completion of the repairs—excluded the notion of implied agreement to pay what the accommodation was worth, the counter-claim was dismissed.

These two authorities show, of course, that the presumption referred to at the commencement of our article is not irrebuttable. The action is based on contract or on quasi-contract, and it has been held over and over again that an agreement, whether express or implied, must be shown to exist: see *Place* v. *Ashby* (1831), 9 L.J. (o.s.), K.B. 174; *Churchward* v. *Ford* (1857), 26 L.J. Ex. 354. This added to the difficulties of the optimistic landlord, who in *Crook* v. *Whitbread* (1919), 88 L.J., K.B. 959, attempted to claim for use and occupation against a statutory tenant. Similarly, the suppliants in *A.-G.* v. *De Keyser's Royal Hotel, Ltd.* [1920] A.C. 508, whose property had been seized by the Crown for war purposes, were unable to establish a claim for use and occupation.

As to damages, it was suggested in *Dawes* v. *Dowling*, *supra*, that where occupation has not been "beneficial" none should be awarded; but the rule is, when there has been an agreement as to rent, to take the agreed figure as a basis for assessment. In *Thetford Corporation* v. *Tyler* (1845), 8 Q.B. 95, the defendant had entered and occupied during the currency of a lease granted to a third party, on the expiration of which he remained on, negotiating for a new lease. Rent was agreed at a higher figure than that reserved by the old lease, and when the parties failed to agree on other points the jury were held justified in assessing damages on the basis of the higher figure. But, unlike a tenant, a defendant is entitled to prove in mitigation of damages misrepresentations on the part of the plaintiff which would not help him if a lease had been concluded and he were sued for rent; in *Tomlinson* v. *Day* (1821), 2 Brod. & B., misrepresentations as to sporting rights were held rightly to have been taken into account.

CERTIFIED ACCOUNTANTS.

The next examinations of the London Association of Accountants will be held on 2nd, 3rd and 4th December, in London, Glasgow, Edinburgh, Newcastle, Birmingham, Belfast, Cork, Dublin, Leeds, Sheffield, Manchester, Liverpool, Cardiff, Bristol, Nottingham, Hull and Plymouth. Women are eligible under the Association's regulations to qualify as Certified Accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Association, 50, Bedford-square, London, W.C.1.

Our County Court Letter.

RECENT BANKRUPTCY DECISIONS.

Useful guidance as to the sufficiency of evidence may be obtained from two recent decisions in the Divisional Court.

(*a*) Annulment of Bankruptcy.

In *In re Simpson; In re Brookes*, the appellants were married women who had been adjudicated bankrupt as partners in the Northern Decorating Company, and they applied for an annulment of the adjudication on payment of their debts in full. The case for the Official Receiver was that the firm had been promoted in furtherance of a transaction between the bankrupts' respective husbands, viz.: (1) Mr. Brooks was a painter and decorator to the Corporation of Newcastle-upon-Tyne, and owed £1,000 to a company of builders' merchants, of which one of the directors was Dr. Simpson; (2) the latter desired to obtain payment of the £1,000 without becoming disqualified as a city councillor; (3) he therefore financed the business of Mr. Brooks, and obtained control by means of a separate legal entity in which the wives were ostensible partners, and the husbands' names did not appear. It was therefore submitted that the facts disclosed a conspiracy, and the learned county court judge had held that, as the matter was contrary to the principles of commercial morality, no case for annulment had been made out. Mr. Justice Clauson observed that, whatever might be the position with regard to the husband of one of the appellants, the debts had been paid in full, and the adjudication would therefore be annulled on payment of the Official Receiver's costs in both courts. Mr. Justice Luxmoore concurred in allowing the appeal.

(*b*) Fraudulent Transfer of Business.

In *In re Snow*, the bankrupt was a coal merchant, and, being indebted to certain creditors in the sum of £440, he arranged to hand over his business to them. The transaction was carried out by registering a new company—the directors being two directors of the creditor company, and the bankrupt being appointed manager at £4 a week. The new company bought the bankrupt's business for £440, and its cheque for that amount was endorsed by the bankrupt, and handed to the creditor company in payment of the amount owing. The Official Receiver applied for that sum to be repaid for the benefit of the creditors, on the grounds that (*a*) the bankrupt had already been insolvent for some time before the payment, (*b*) the creditors had had nothing but £150 worth of furniture. His Honour Judge Randolph held, at Oxford County Court, that the transaction was fraudulent, and repayment was ordered. The case for the appellants was that (1) the proposal came from the debtor, who valued his house at £1,750, subject to a mortgage of £850, of which £150 had been repaid; (2) his offer was only accepted on their ascertaining that the remaining assets would suffice to pay the other creditors; (3) there was no evidence of fraudulent transfer, apart from an affidavit of the Official Receiver. Mr. Justice Clauson remarked that there was no moral imputation against the appellants, but the transaction was nevertheless fraudulent from the standpoint of the bankrupt, and the appeal therefore had no merits in point of bankruptcy law. Mr. Justice Luxmoore concurred in dismissing the appeal with costs.

FORMER U.S. JUDGE.

The death has occurred in New York of Mr. Samuel Greenbaum, formerly a justice of the Supreme Court of New York at the age of seventy-six. Mr. Greenbaum was born in London, and was brought to New York when he was three years of age. After studying at Columbia University, and obtaining the degree of LL.B., he entered the teaching profession, but in 1877 he decided to practise law. Twenty-five years later he was elected a justice of the Supreme Court of New York.

In 1916 Mr. Greenbaum was re-elected, but he resigned in 1923 to resume his legal practice.

Practice Notes.

A MISTAKE OF LAW.

The cases do not offer an abundance of guidance on the question of the essential distinction between a mistake of fact and a mistake of law, and the test quoted by Mr. Justice Branson from *Farmer* v. *Cotton's Trustees, ubi supra*, was laid down by Lord Parker with reference to distinctions between questions of law and of fact for the purpose of an appeal under an Act (the Taxes Management Act, 1880), the scheme of which was "to make the determination of the Commissioners final and conclusive on all questions of fact, and to allow an appeal only on questions of law." It is submitted that this is not necessarily the correct test in every case in which it is sought to recover money paid away by a mistake, and support is found for this view in the dictum of the court in *Clifton* v. *Cockburn* (1834), 3 My. & K. 76; 41 R.R. 21, that "the distinction . . . is more easy to lay down in general terms than to follow out in particular cases, even as regards the application of the rule, admitting it to be a correct one; and I think I could, without much difficulty, put cases in which a court of justice, but especially a court of equity, would find it an extremely hard matter to hold by the rules and refuse to relieve against an error of law." There can be no doubt that there are many cases in which equity will relieve even against an error of law, but as Lord Coleridge said in *Henderson* v. *The Folkestone Waterworks Co.* (1885), 1 T.L.R. 329: "There is no authority to show that money can be recovered back on account of a judicial decision reversing the former understanding of the law."

ALTERNATE WORKING WEEKS AND WORKMEN'S COMPENSATION.

The mutual influence of the above was recently considered at Pontefract County Court in *Gee* v. *Airedale Collieries Limited*, in which the applicant claimed £1 3s. 1½d. as compensation for three and a half weeks' incapacity, less 15s. 11d. already paid. The applicant was a surface worker, and his case was that he had alternately worked a full week and "played" a full week, under an arrangement introduced by the respondents as a matter of economy, and to avoid dismissing half their workpeople under the abnormal labour conditions. The books, however, were made up on Wednesdays, so that the applicant only received three days' pay on Saturdays, and the balance at the end of the following week, but in fact he received some payment each week. His yearly income had therefore been divided by fifty, which gave £1 1s. 3d. as his average pre-accident earnings, but the applicant's case was that the divisor should be twenty-six (the number of weeks worked plus blank periods for normal holidays) in which case his average would be £2 2s. 6d. a week. The respondents' case was that their workpeople approved of the system of alternate weeks of work and play, which had existed since Easter, 1928, and must now be regarded as a normal incident of employment. It was admitted that payment had been by a daily wage for over twenty years, but there was now a new standard of normality, which was equally appropriate as if each man worked every shift daily, in which event the average weekly earnings would be six times the daily wage. His Honour Judge Chapman (in a reserved judgment) found that, at the colliery in question, the practice of working and drawing unemployment benefit in alternate weeks had become a normal incident of employment. The branch secretary of the Yorkshire Miners Association had stated that he saw no prospect of improvement, and the result was that the applicant's yearly earnings had been correctly divided by fifty. His average weekly earnings, before the accident, were therefore £1 1s. 3d. and he was only entitled to 15s. 11d. a week as compensation. The respondents had paid at that rate, and they were therefore entitled to judgment, with costs.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Assignment of Office by Director's Will.

Q. 1996. By s. 151 of the Companies Act, 1929, where provision is made by the articles of a company empowering a director to assign his office as such to another person, any assignment of office so made shall notwithstanding anything to the contrary, be of no effect unless approved by a special resolution of the company. The articles of a private company incorporated in 1915 provided that AB shall be governing director of the company, and by any writing under his hand, may appoint any other persons to be directors or may remove directors. He may also at any time whilst holding the office of governing director by will or codicil appoint any other person or persons to be governing director or directors in his place. AB while still a governing director by his will has appointed other persons to be governing directors in his place on his death. This, by a direction in his will, will only operate on his death. Is this an assignment of his office under s. 151 ? If so, would a special resolution, after death and probate of the will, be required approving the nomination ? If this is an assignment, which seems doubtful, the section seems to contemplate that the assignment can operate provided there is a subsequent approval by a special resolution after the event has happened.

A. The Companies Act, 1929, s. 151, is not specifically limited to assignments *inter vivos*, and there appears to be no reason to adopt a narrow construction excluding assignments by will. The principle of appointments of directors by outside bodies was upheld in *British Murac Syndicate Limited* v. *Alperton Rubber Company Limited* [1915] 2 Ch. 186, and in *Plantations Trust Limited* v. *Bila (Sumatra) Rubber Lands, Limited* (1916), 85 L.J. Ch. 801. The power of appointing a governing director could, therefore, have been validly delegated to the trustees of AB's will, and *à fortiori* AB was entitled to make the appointment himself. There is no substance in a possible objection, viz. : that AB only had the power whilst holding the office, and, as his tenure ceased on death, a subsequent appointment by will does not comply with the articles. The assignment can therefore operate, provided there is a subsequent approval by a special resolution, and the nominee is not objectionable to the company, as laid down in the cases cited *supra*.

Misrepresentation on Sale of Business.

Q. 1997. A is induced to purchase from B the stock-in-trade fixtures and fittings in connexion with a business on B's representation that the takings of the business are £20 per week. It was an express term of the agreement that nothing was paid for the goodwill of the business. B's representation was false, the takings of the business being considerably less than £20. Can A sue B for damages, and if so, what is the measure of damage ? We understand there is a reported case in which the court held that in a claim for misrepresentation on the sale of a business, evidence of the takings by the plaintiff after he had purchased the business was some evidence that the takings were not as represented. Can you refer us to this authority ?

A. The required authority does not appear to be reported, but in any case the evidence is admissible without the need for quoting a decision in support. The usual practice is for the plaintiff to adduce evidence of the defendant's representations, and of the takings subsequent to the sale. This evidence is of course open to cross-examination and adverse comment on the following points : (*a*) whether the business was seasonal, and the sale and purchase coincided with the advent of the slack period ; (*b*) whether the plaintiff had sufficient experience or ability to retain the customers acquired by the defendant ; (*c*) whether the business was exposed to fresh competition, which developed at the time of, or soon after, the sale to the plaintiff ; (*d*) whether the drop in takings was due to extraneous circumstances, such as prolonged road repairs in front of the shop or bad weather. A can sue B for damages, the measure of damages being roughly ascertained as follows : Ascertain the number of weeks' purchase A gave for the business on the basis of £20 a week, and ascertain what the purchase money would have been for the same number of weeks' purchase based on the actual takings. A will *primâ facie* be entitled to recover the difference, but the amount of difference may possibly be subject to further deductions, such as 25 per cent. for the extent to which A fell short of B as a salesman, or in his methods of controlling the handling of cash by the assistants.

Agricultural Holdings Act, 1923.

Q. 1998. We shall be glad if you will state your views as to whether, if a tenant does not quit a holding on the date upon which the notice to quit expires, but holds over for some weeks, a claim by the tenant for compensation for unreasonable disturbance is rendered void or affected.

A. We do not think the claim for compensation is affected by the holding over, if due notice was given one month before the actual termination of the notice under s. 12 (7) (*b*). If the tenant was ejected by action he would probably forfeit his right, as it could probably then be said he did not quit "in consequence of the notice" (see *Cave* v. *Page*, No. 2, 1923, 67 Sol. J. 869).

Rent Restrictions Acts—Dwelling-house partly used as Surgery.

Q. 1999. A dwelling-house, which is partly used for private purposes and partly as a doctor's surgery, has been occupied by a tenant since June, 1921, at a yearly rental of £35, payable quarterly. The rent since that date has never been raised. The tenant does not hold the premises under a lease or any agreement with the landlord. The repairs and decorations, with the exception of the outside painting and structural repairs, have been carried out by the tenant at his own expense. The rent is exclusive of rates.

(1) Is this property within the Rent Restrictions Acts ?

(2) Provided that the rent has never been raised, and assuming that it is within the above-mentioned Acts, can the rent now be raised, and what is the maximum amount of the increase allowed ?

A. The premises are within the Acts (see s. 12 (2) (*c*), proviso (ii), of the Act of 1920). If the rent is less than the standard rent, i.e., the rent in August, 1914, or, if the house was first let after that date, the original rent, it can be raised, but if the tenant alleges that it was a condition of the letting that he should do the inside repairs it will be necessary to apply to the Registrar of the County Court to determine what proportion of the 25 per cent. increase (in addition to the 15 per cent.) of the standard rent is to be added (s. 2 (1) (*d*)). It is generally considered, however, that the tenant can bind himself by agreement. Assuming the tenant admits liability for inside repairs something not less than 15 per cent. and not more than 20 per cent. (in addition to the fixed 15 per cent.) is usually added.

Legal Parables.

LXII.

A Parable of Military Service.

In the high and far-off times of the war to end war, there were two unwilling recruits, and a recruiting officer of firm mind.

In those days all men were liable to military service; yet were there certain men of law who for a lump sum down would undertake to keep you out of the army for twelve months; and who could say that "Short and Sharp," hitherto Long and Dull, might not be brought off within one more year?

And the manner of the thing was this:

You could be a conscientious objector, and be cross-examined as to what you would do if you saw an alien man-at-arms about to ravish your sister. The cross-examiner was to his own great regret, publicly expressed, too old to go to war, or how eagerly would he have embraced the charms of a soldier's life! And he assumed his fellow-men were all humbugs.

Or you could be engaged on work of national importance, such as growing cucumbers for a nurseryman who was brother to a member of the tribunal.

Or you could become a regular minister of a religious denomination.

Or you could enlist in a certain unit, here not named, travelling to a distant town on a free railway pass once a week to draw your pay, on other days being a club servant or a lady's gardener.

Or you could adopt other methods, which, with luck and skill, were equally efficacious in getting you under an umbrella, out of the rain.

Nor were all the methods necessarily mutually exclusive. You might be the one man of a business; the business might itself be of national importance; and with proper medical assistance, at fancy fees, you might produce the symptoms of disabling disease.

The two dodgers of this history each had a one-man business. It happened to be one and the same shop and to belong to neither, but that was neither here nor there. The article they dealt in was delay.

Then they became ministers of a religion. It was not a regular religion, but one they found for themselves.

By these and other subtle devices they escaped their burden for many months; even unto years did it run.

Then one, Lieutenant Deeumall, a newly-appointed recruiting officer of zeal and ability, who had himself tasted the bitterness of war, pursued them without pause or let; and they were arraigned as absentees.

Their case was heard throughout two fair summer days, the court refusing to adjourn even for an air raid. It was, indeed, a merry time.

At long last the two were adjudged to go forth in their country's defence. This they took as a veritable sentence of death. Perhaps it was.

Their fines were levied on the one-man business, their ancient mother protesting in vain that it was not theirs but hers.

Then one appointed medically to examine the new recruits, reported them as unfit for military service. They were not even C3.

But Lieutenant Deeumall d——d them once again, detaining them for yet twenty-four hours—and another doctor. He, privily instructed of the matter, classed them as B2. So they were thenceforward real soldiers, and helped to save the Empire.

The morals are many; two shall suffice:

"Necessity is the mother of perjury."

"Honesty is not always the worst policy."

Correspondence.

The Two Bills.

Sir,—As an employee of another solicitor, I read your remarks (with interest) in your last issue. Apparently I am to be compelled to be a member of The Law Society, but I should like to know what benefits I am to receive from it. I remember at the end of the war The Law Society put my name down on a list for early demobilisation, and when I wrote to the secretary for expedition, I was informed that all the society could do was to put my name on "the list," and nothing more. I got restless and gave the sergeant five shillings, and was out of the army within six days. I have tried to find out the benefits of the society to the lesser fry of the profession, but so far as I can see the society practically exists for London, and deals with defaulting solicitors. A negative society is no use to me, and if the 1925 legislation is an example of the society's brains then the profession might as well be without it. Would you (Mr. Editor) or some of your readers kindly inform me what the society ever has done for a solicitor-employee in the country during the seventeen years I have held my certificate to practise.

East Retford. ALFRED WILSON.
17th August.

The Solicitors Bills.

Sir,—An ounce of practice is worth a ton of theory. Some twenty-five years ago certain trust accounts were produced to the court (on a question of hotchpot) and the master stated that he had never seen such well kept accounts. The trustees then kept separate bank accounts for different funds, e.g., capital and income; rarely, if ever, did those accounts balance, but at the end of each half-year a transfer from one account to another was required, sometimes one way and sometimes another. So far from being helpful, the separate accounts were found to be inconvenient and, if relied upon for *any purpose*, dangerous; ultimately they were abandoned in favour of a single account with the result that mistakes were avoided, there was greater accuracy and confidence and a complete freedom from worry. After over twenty-five years' experience I have yet to meet with the first accurate separate account and I should never think of having more than one account for a trust, however many separate funds there might be.

The above accounts are simple compared with a solicitor's bank account, and as a practical man who can (if necessary) keep my firm's accounts as well as an accountant, I am satisfied that Sir John Withers' bill (or any other bill requiring separate accounts for clients' moneys) is quite unworkable and would only result in loss, delay and inconvenience (even ruin as a recent case of my own would prove, were the circumstances not too lengthy to set out) to clients without affording them any real protection, indeed, the words "clients account" on a cheque has always seemed to me a danger signal as the solicitors might be relying upon a safeguard which was in fact none.

I doubt whether a firm with a large business could comply with Sir John Withers' bill, and certainly an attempt by my firm to do so, would necessitate an additional cashier whose wages when added to the *very substantial* fee which would have to be paid for the elaborate but (for this purpose) in my opinion, futile, audit would take away from 10 to 20 per cent. (according to business) of the profits.

I enclose my card and (for obvious reasons) sign myself

12th August. EXPERIANTIA DOCET.

MR. PHILIP H. HARROLD, Deputy Town Clerk of Newcastle-on-Tyne, has been appointed Town Clerk of Hampstead in succession to Mr. A. P. Johnson.

Notes of Cases.

Court of Appeal.

Moon *v.* The London County Council.

Scrutton, Greer and Slesser, L.JJ. 11th July.

RATING—DE-RATING—SPECIAL LIST—INDUSTRIAL HEREDITAMENT—PRINTING ESTABLISHMENT OCCUPIED AND USED TO PRINT TRAM TICKETS—FACTORY PURPOSE—ULTERIOR PURPOSE TO BE DISREGARDED—RATING AND VALUATION (APPORTIONMENT) ACT, 1928 (18 & 19 Geo. 5, c. 44), s. 3.

Appeal from the Divisional Court.

The London County Council occupied and used a hereditament as a printing establishment to print tram tickets for use on their tramway system. The hereditament was also used as a statistical office, and the value of the hereditament was apportioned as to £770 industrial, namely, as a printing establishment to print tickets for the County Council tramways, and £230 non-industrial, namely, as a statistical office. The assessment committee and quarter sessions put the hereditament in the special list for de-rating under the Rating and Valuation (Apportionment) Act, 1928, and the value of the hereditament was apportioned as above stated. The Divisional Court reversed their decision, holding themselves bound by their own decision in the *Potteries Electric Traction Case*, to look at the ulterior purpose of running trams as the primary purpose, and to hold that the factory purpose was only ancillary to that.

The London County Council appealed.

The COURT allowed the appeal. Printing establishments were factories within the meaning of the schedule to the Factory Act, and the court was not entitled to look at the ulterior purpose in order to find the primary purpose of the hereditament. The primary purpose and use of the hereditament in question in this case were as a factory. Moreover, the court was not entitled to frame an equitable definition which would do what it thought justice. The intention of Parliament with regard to the de-rating of printing establishments must be judged by the words used in the Act, and the court is confined to interpreting those words. The hereditament must be restored to the special list. Appeal allowed.

COUNSEL: *Konstam*, K.C., and *Michael Rowe*, for the appellants; *The Attorney-General* (Sir William Jowitt, K.C.), *Wilfrid Lewis* and *Colin Pearson*, for the respondent.

SOLICITORS: *S. A. R. Preston-Hillary; The Treasury Solicitor.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Union Lighterage Co. Limited *v.* Barton (Revenue Officer).

Scrutton, Greer and Slesser, L.JJ. 11th July.

RATING—DE-RATING—BARGE BUILDING AND REPAIRING YARD—USE OF MECHANICAL POWER—FACTORY—PRIMARY PURPOSE—LIGHTERAGE COMPANY—ULTERIOR PURPOSE TO BE DISREGARDED—RATING AND VALUATION (APPORTIONMENT) ACT, 1928 (18 & 19 Geo. 5, c. 44), s. 3.

Appeal from the Divisional Court.

The appellants, the Union Lighterage Company, were the occupiers of a yard which they used to build and repair barges for use in their trade or business as carriers by water for reward. For the purposes of their business, the appellants owned about 500 barges, and the yard in question was used to repair those barges and build new ones. No work was done in the yard for anyone but the appellant lighterage company. Mechanical power was used in the yard. It was therefore a factory within the meaning of the Factory and Workshop Act, 1901. The Divisional Court held themselves bound by their own decision in *The Stoke-on-Trent Revenue Officer* v. *Stoke on Trent Assessment Committee and the Potteries Electric Traction Co. Ltd.* (*Repair Yard for Omnibuses*) to hold that the primary purpose of the hereditament in question in this case was to carry on a lighterage business or was ancillary to that business, which was not a factory purpose, and they excluded the appellants' barge building and repairing yard from the special list under the Rating and Valuation (Apportionment) Act, 1928. The lighterage company appealed.

SCRUTTON, L.J., in giving judgment, said that the decision of the Divisional Court was wrong. In order to determine the primary purpose of the hereditament the court could only have regard to what was going on in the hereditament itself. The ulterior purpose of the hereditament must be disregarded. The only relevant use and purpose of the hereditament in this case was as a factory. The appeal must be allowed and the hereditament restored to the special list.

Inland Revenue v. *Clan Line Steamers Ltd.* (1930), Sc. L.T. 281, approved and followed.

GREER and SLESSER, L.JJ., concurred. Appeal allowed.

COUNSEL: *Konstam*, K.C., and *Michael E. Rowe*; *The Attorney-General* (Sir William Jowitt, K.C.), *Wilfrid Lewis* and *Colin Pearson*.

SOLICITORS: *E. J. Marsh*; *The Treasury Solicitor.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Lopes: Bence-Jones *v.* Zoological Society of London.

Farwell, J. 17th July.

WILL—CHARITABLE GIFT—BEQUEST TO ZOOLOGICAL SOCIETY—VALID GIFT.

Originating summons.

By his will dated 14th June, 1915, George de Arroyave Lopes directed that after the death of his wife his trustees should stand possessed of the residue of the capital and income of his residuary estate on trust to pay and transfer the same to the Zoological Society of London, and he directed that the residue should be invested by the Society and be known as the de Arroyave Fund and that the income should be applied to the upkeep and improvement of the Zoological Gardens and for the objects of the Society. He also directed that the Society should hang in their board-room the picture of his mother which he had bequeathed to the Society and should keep in good repair the de Arroyave grave in Highgate Cemetery and the grave wherein the testator should be buried, and if the Society should cease to hang the picture or allow the graves to go out of repair the testator gave the residue to St. Bartholomew's Hospital. The testator's wife died in his lifetime and he died in September, 1929. The Society was incorporated on 27th March, 1829, its objects being stated in the charter to be "the advancement of zoology and animal physiology and the introduction of new and curious subjects of the animal kingdom." This summons was issued by the trustees of the will to have it determined whether they ought to pay the residue to the Society as a charitable bequest. It was argued that the introduction of new and curious animals was not educational.

FARWELL, J., in giving judgment, said the Society derived its income from subscriptions and gate money as well as from donations. It supported a laboratory and did research work, and it was quite plain that much of the work of the Society was for the advancement of education. The introduction of strange animals under proper conditions was clearly educational, and the objects were none the less educational because it was necessary to provide restaurants to feed the people who came to be educated or animals to be ridden by children for their amusement in the intervals of their education. He declared that the gift was a good charitable bequest and directed a scheme to be prepared.

COUNSEL: *R. F. Roxburgh*; *Cohen*, K.C., and *Droop*; *Morton*, K.C., and *A. Rose*; *Reid*; *Stafford Crossman.*

SOLICITORS: *Corbold, Rigby & Co.*; *Taylor & Humbert*; *Stow, Preston & Lyttelton*; *Wilde, Wigston & Saple*; *The Treasury Solicitor.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Hadlow *v.* **Hadlow.**

Hill, J. 22nd July.

DIVORCE—HUSBAND'S PETITION FOR DISSOLUTION—BIRTH OF A CHILD TO RESPONDENT—SUFFICIENCY OF EVIDENCE OF NON-ACCESS.

In this undefended suit for dissolution of marriage the husband petitioner, who was a man in humble circumstances, relied upon the birth of a child to the respondent to whom he had not had access, as the sole proof of adultery. In observance of the rule in *Russell* v. *Russell* [1924] A.C. 687; 68 SOL. J. 682, evidence of non-access was given by the petitioner's father, to the sufficiency of which in the circumstances the court gave special consideration. The facts appear from the judgment.

HILL, J., in giving judgment, said that the petition was based on an allegation of adultery with a man unknown in or about November, 1927, resulting in the birth of a child in August, 1928. Judgment had been reserved to consider whether there was sufficient admissible evidence of non-access by the husband. The husband had finally left the wife in January, 1927. In March, 1928, a maintenance order had been made on the basis of the husband having deserted the wife in January, 1927 [the non-cohabitation clause in the order had been struck out]. In July, 1928, the husband had stopped payment under the order in consequence of information he had received and the wife took no proceedings to enforce it. The petitioner's father had proved that the petitioner about three years ago had come to live with him, and had lived with him ever since, and that he had not slept out of the house or been away for a holiday at any time since. He (his lordship) did not know how else a working man was to prove non-access than by evidence such as that, and he held that such evidence was sufficient. There would therefore be a decree *nisi*.

COUNSEL: *A. Mortimer*, for the petitioner.

SOLICITORS: *Lewis-Barnes; Baker & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Legal Notes and News.

Professional Partnerships Dissolved.

ARTHUR VILLIERS BLAKEMORE and HARRY MELVILLE EDWARDS, solicitors, 43, Cannon-street, Birmingham (Blakemore and Edwards), dissolved by mutual consent as from 8th July. Arthur Villiers Blakemore will continue to carry on the said business on his own account.

THOMAS JOHNES LLEWELLIN and GEORGE WILSON, solicitors, Launceston, in the County of Cornwall (Graham-White, Llewellin & Wilson), dissolved from 1st August by mutual consent. The business will in future be carried on at Launceston by George Wilson under the style of Graham-White, Llewellin & Wilson, the said Thomas Johnes Llewellin having retired from the firm.

THE ROYAL EXCHANGE ASSURANCE AND REGISTRATION WORK.

Royal Assent has just been given to an Act of Parliament empowering the Royal Exchange Assurance to undertake registration work of all sorts, and also to act as secretaries of public companies.

Though, curiously enough, the Private Bill which has now become an Act of Parliament was drafted before the financial crisis of last Autumn, it was the work which the corporation undertook in connexion with the Hatry Settlement Fund that finally convinced the Governors of the need for a special organisation to carry out registration work. Its creation should be of advantage to many companies.

The Royal Exchange Assurance did much to pioneer the corporate trustee movement, and their new activity should prove to be no less important.

Mr. WALTER FRAMPTON, Barrister-at-Law, has been appointed Recorder of the City of Chichester.

Rules and Orders.

THE SUPREME COURT FEES ORDER, 1930. DATED JULY 29, 1930.

The Lord Chancellor, the Judges of the Supreme Court, and the Treasury, in pursuance of the powers and authorities vested in them respectively by section 213 of the Supreme Court of Judicature (Consolidation) Act, 1925,(1) section 305 of the Companies Act, 1929,(2) and sections 2 and 3 of the Public Offices Fees Act, 1879,(3) do hereby, according as the provisions of the above-mentioned enactments respectively authorise and require them, make, advise, concur in, sanction and consent to, the following Order:—

1. The fees and percentages set out in the second column of the First Schedule to this Order shall be taken in the Supreme Court and in any Court created by any commission in respect of the items set out in the first column of the said Schedule.

2. The provisions of this Order shall not apply to—

(i) Non-contentious probate business;

(ii) Proceedings in bankruptcy;

(iii) Proceedings in the Management and Administration Department of the Supreme Court (under the Lunacy Acts);

(iv) The enrolment of documents;

(v) Criminal proceedings (except proceedings on the Crown side of the King's Bench Division to which the scale contained in the said Schedule is applicable);

(vi) Proceedings by sheriffs, under-sheriffs, deputy-sheriffs, or other officers of the sheriff.

3. Where it appears to the Lord Chancellor that the payment of any fee specified in the First Schedule to this Order would, owing to the exceptional circumstances of the particular case, involve undue hardship, the Lord Chancellor may, with the concurrence of the Treasury, reduce or remit the fee in that particular case.

4.—(1) Where a person is proceeding in the supreme Court under the Rules relating to proceedings by and against poor persons, the fees which would otherwise have been payable by him in the first instance in pursuance of this Order shall not be payable.

(2) Where by any convention entered into by His Majesty with any Foreign Power it is provided that no fee shall be required to be paid in respect of any proceedings, the fees specified in this Order shall not be taken in respect of those proceedings.

(3) The fees specified in this Order shall be remitted where such fees if taken would be payable out of money provided by Parliament:

Provided that this sub-paragraph shall not apply to cases in which parties may be required to pay costs incurred by the Crown upon any proceedings taken by or against them.

5.—(1) The fees and percentages prescribed by this Order shall, subject to the other provisions of this and the next following paragraph, be taken by impressed stamps.

(2) The following fees shall be taken by adhesive or impressed stamps:—

No. 12 (sealing a summons)
No. 87 (filing in Admiralty)
No. 101 (filing)
No. 150 (proof of debt)

and, when taken in the Principal Probate Registry,

No. 103 (search)
Nos. 106 to 110 inclusive (copies)
No. 139 (taking affidavit).

(3) The following fees shall be taken by transfer from money in Court:—

Nos. 91 and 92 (sale of ship or goods)
No. 111 (unclaimed balance).

(4) The document to be stamped shall be the document indicated in the third column of the First Schedule to this Order:

Provided that in the Principal Probate Registry, the document to be stamped in respect of the following fees shall be as shown in the following table:—

No. 102—The affidavit of search
No. 103—The praecipe, affidavit of search, or the fee-book
Nos. 106 to 110—The fee-book
No. 139—The affidavit or the fee-book.

6. In the District Registries of the High Court other than the Liverpool and Manchester District Registries, the fees prescribed by this Order shall be taken in cash:

Provided that on setting down a cause or matter with the Associate of a circuit the fee payable (Fee No. 28) shall be taken by impressed or adhesive stamps.

7. For the purposes of this Order, an impressed stamp means an impressed judicature fee stamp, and an adhesive stamp means an adhesive judicature fee stamp.

8. With regard to fees on proceedings for or in the winding-up of a company—

(*a*) where the stamp is to be impressed, the party presenting the document for stamping shall inform the stamping officer, by means of an indication on the document (such as "Companies Court") or otherwise, that the fee relates to a proceeding for or in the winding-up of a company; and

(1) 15–6 G. 5, c. 49. (2) 19–20 G. 5, c. 23. (3) 42–3 V. c. 58.

(*b*) where the stamp is to be adhesive, it shall be a stamp on which the words "Companies Winding-up" are printed.

9. Every adhesive stamp used in pursuance of this Order shall be cancelled by the proper officer of the Supreme Court in manner following, that is to say, every such stamp shall be defaced in indelible ink by a hand stamp bearing the word "Cancelled" and the date of cancelling.

10. The Interpretation Act, 1889,(4) shall apply for the purposes of this Order in like manner as if it were an Act of Parliament.

11. The Orders set out in the Second Schedule to this Order are hereby revoked, save as to any fee or percentage due or payable before the commencement of this Order.

12. This Order may be cited as the Supreme Court Fees Order, 1930, and shall come into operation on the 13th day of October, 1930.

Dated the 29th day of July, 1930.

Sankey, C. *Hanworth*, M.R.
Hewart, C.J. *Merrivale*, P.

J. Allen Parkinson,
A. Barnes,
Lords Commissioners of His Majesty's Treasury.

Schedule I.

SCHEDULE OF FEES.

Section I.	Fees payable in every Division of the High Court.	
Section II.	,, ,,	in the Chancery Division.
Section III.	,, ,,	in the King's Bench Division.
Section IV.	,, ,,	in the Probate, Divorce and Admiralty Division :— (A) Probate and Divorce. (B) Admiralty.
Section V.	,, ,,	on references to an Official Referee.
Section VI.	,, ,,	in the Court of Appeal.
Section VII	,, ,,	on filing documents; on searches for and inspections of documents; and for copies of documents.
Section VIII.	,, ,,	in the Pay Office.
Section IX.	,, ,,	on the taxation of Costs.
Section X.	,, ,,	miscellaneous Fees.
Section XI.	,, ,,	on proceedings under the Companies Act, 1929.

An order or rule referred to by number means the Order or Rule so numbered in the Rules of the Supreme Court, except where it is otherwise stated.

A folio means a folio of 72 words.

SECTION I.

FEES PAYABLE IN EVERY DIVISION OF THE HIGH COURT.

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
Commencement of a Cause or Matter.	£ s. d.	
1. On sealing a writ of summons for the commencement of an action	1 10 0	The filed copy.
2. On sealing an originating summons, to which an appearance is required	1 10 0	The filed copy.
3. On sealing any other originating summons	0 10 0	The filed copy.
4. On sealing a concurrent or renewed writ of summons or a concurrent originating summons	0 5 0	The praecipe.
5. On sealing an amended writ of summons or an amended originating summons *Note.*—No fee is payable on the fiat or praecipe.	0 5 0	The filed copy.
6. On presenting an originating petition *Note.*—This fee is not payable on presenting a petition to which fee No. 76, 144, 145, or 147 relates.	1 10 0	The petition.
7. On sealing an originating notice of motion *Note.*—No "setting down" fee is payable on an originating motion : *see* Fee No. 28.	2 0 0	The notice of motion.
8. On amending an originating petition or an originating notice of motion *Note.*—No fee is payable on the fiat or praecipe.	£ s. d. 0 5 0	The amended petition or notice.
9. On an originating *ex parte* application (*a*) if made in Court (*b*) if made in Chambers *Note.*—Where the applicant is directed to issue an originating summons, credit for the fee paid on the *ex parte* application is to be given against the fee payable on the summons.	1 0 0 0 10 0	The affidavit filed in support of the application. *Note.* — The affidavit must also be stamped with the appropriate filing fee. *See* Fees No. 87 and 101.
Appearances.	£ s. d.	
10. On entering an appearance :— for each person	0 2 6	The memorandum.
11. On amending the same	0 2 6	The praecipe.
Interlocutory Applications, &c.		
12. On sealing a summons (including a summons for directions) or a notice under Order XXX., Rule 5	0 5 0	The summons or notice. (Adhesive stamps permitted).
13. On filing a notice of motion (except a motion for judgment) or a case on motion where no notice is filed	0 5 0	The filed notice or case.
14. On sealing a notice under Order XVIA, Rules 2, 11 or 12	0 10 0	The filed copy.
15. On bespeaking a request for the service of process or notice thereof out of the jurisdiction	1 0 0	The praecipe or request.
16. On sealing a commission or letter of request for the examination of witnesses abroad	1 0 0	The praecipe or undertaking.
17. (*a*) On the examination of a witness before an officer of the Court other than an Examiner of the Court (including the examination of a judgment debtor under Order XLII., Rule 32) : For each hour or part of an hour *Note.*—Where the officer is required to take the examination away from his office his reasonable travelling and other expenses are also payable.	0 10 0	The order or praecipe.
(*b*) For an examination of a judgment debtor under Order XLII., Rule 32 or Rule 33, before an Examiner of the Court :— (i) on making the appointment	1 5 0	The order.
(ii) for each hour or part of an hour after the first two hours	0 10 6	The order.
18. On an application for copies of the notes of a Judge for the use of the Court of Appeal For the fee payable for the copies : *see* Fee No. 107.	0 5 0	The application.
Orders made in Chambers.		In the Chancery and King's Bench Divisions and in Admiralty—the order. In Probate and Divorce — the summons or application on which the order is made.
19. On entering or sealing an order as to the proceedings in a cause or matter	0 5 0	
20. On entering or sealing an order under Order XLV. or Rule 1 of Order XLVI.	0 5 0	
21. On entering or sealing any other order made in Chambers	0 10 0	

(4) 52-3 V. c. 63.

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
Entry or setting down for trial or hearing in Court.	£ s. d.	
22. On setting down a cause on motion for judgment under Order XXVII., Rule 11, or Order XL., Rule 1	1 0 0	The praecipe or the notice of motion.
23. On entering a cause for trial pursuant to an order under Order XIV., Rule 8 (*b*) ..	1 0 0	The order or the filed copy of the pleadings.
24. On entering or setting down a Probate action as a short cause	1 0 0	The praecipe.
25. On adjourning an originating summons from Chambers into Court	2 0 0	The summons or the sealed copy thereof.
26. On filing a special case and setting it down for hearing in Court ..	2 0 0	The praecipe.
27. On setting down a point of law for hearing under Order XXV., Rule 2	2 0 0	The praecipe.
28. On entering or setting down any other cause or matter for trial or hearing or further consideration in Court except in cases :— (*a*) where it is otherwise provided by this Schedule. (*b*) where Fee No. 7 or Fee No. 40 has been paid ..	2 0 0	The praecipe or the filed copy of the pleadings or the notice of trial.
Judgments, decrees and orders given, directed, or made in Court.		
29. On entering or sealing a judgment, decree, or order given, directed or made on the trial hearing or further consideration of a cause or matter in Court	2 0 0	In the Chancery and King's Bench Divisions and in Admiralty :—the judgment, decree or order. In Probate and Divorce :— the praecipe.
And if the trial or hearing or further consideration occupies more than five hours for each additional complete hour a further fee of	0 10 0	
Note.—This fee is payable where a final judgment, decree or order is made by consent on the hearing of an interlocutory application ; but in such case no "setting down" fee is payable. Where this fee has been paid on a decree *nisi* in a matrimonial cause, no further fee is payable on the decree absolute.		
30. On entering or sealing an order made in Court for security for costs	0 10 0	
31. On entering or sealing any other order made in Court	1 0 0	
Judgments other than judgments given or directed in Court.		
32. On entering or sealing a judgment pursuant to— (*a*) an order or certificate made in Chambers (*b*) an order, certificate or award of an Official Referee.	0 10 0	The judgment.
33. On entering or sealing a judgment without an order— (*a*) if the judgment is for less than 40*l*.	0 10 0	The judgment.
(*b*) in all other cases ..	1 0 0	
34. On entering or sealing a judgment pursuant to the certificate or award of a Special Referee ..	2 0 0	

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
Writs (see also *Fees No.* 70 *and* 143).	£ s. d.	
35. On sealing a writ of *subpœna ad testificandum* or *duces tecum*— for each witness	0 2 6	The praecipe.
36. On sealing a writ of execution (including a writ of attachment)	0 10 0	The praecipe.

SECTION II.

Fees Payable in the Chancery Division.

1. The payment of the percentages (Fees No. 45 to 53 inclusive) is to be made at such time or times as the Court or a Judge may direct.

2. Where the payment of a percentage is postponed until after the certificate has been filed, the fee shall be stamped on a praecipe or such document as the Court or a Judge shall prescribe.

3. The Court or a Judge may in any case require the party having the conduct of the proceedings to make a deposit of stamps on account of the percentages which may become payable.

4. If for any reason an account or enquiry is not completed, the party conducting the proceedings shall pay such fee as the Judge may direct, to be stamped on a praecipe or such document as the Judge shall prescribe.

	£ s. d.	
37. On presenting a petition of course or a petition for the transfer of an action from one Judge to another	0 10 0	The petition.
38. On entering an order of course or an order by consent transferring an action from one Judge to another	0 10 0	The order.
39. On presenting a petition in a cause or matter (other than a petition of course)	1 0 0	The petition.
On amending the same	0 5 0	The petition.
Note.—No fee is payable on the fiat or praecipe.		
40. On answering a petition (whether originating or in a cause or matter)	1 0 0	The petition.
Note.—No "setting down" fee is payable where this fee is paid : *see* Fee No. 28.		
41. On filing pursuant to a statute, a special case or a scheme ..	1 0 0	The special case or scheme.
42. On filing a notice of appeal to the High Court and setting the appeal down for hearing ..	2 0 0	The notice of appeal.
43. On filing a memorandum of service of notice of judgment ..	0 10 0	The memorandum.
44. On sealing a notice for attendance at Chambers on an originating summons to which an appearance is required to be entered..	0 5 0	The notice or the filed copy thereof
45. On a sale of— (*a*) any lands or hereditaments or (*b*) any business (including the goodwill thereof) or (*c*) any chattels— confirmed or approved by order or certificate— for every 100*l*. or fraction of 100*l*. of the price up to 500,000*l*. ..	0 2 0	The order or certificate.
Note.—For the purpose of calculating the amount of this fee any sum payable out of the price to a mortgagee or other person entitled to a charge estate or interest on or in the property sold, who though consenting to or concurring in the sale is not a party to or bound by the proceedings is to be deducted from the price.		

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
	£ s. d.	
If for any reason after payment of this fee the sale is not completed and the property is subsequently sold to another purchaser, credit is to be given for the fee already paid on the abortive sale against the fee payable on the completed sale: but in no case is any part of the fee paid on the abortive sale to be repaid.		
If Fee No. 50 or Fee No. 52 or Fee No. 53 has been paid or is payable in respect of the property ordered to be sold or any part thereof, then such property or such part thereof (as the case may be) shall be exempt from the payment of this fee.		
Where leave is given to sell at a minimum price, this fee is payable as if the order giving leave were an order for sale at that price.		
46. On a mortgage of:— (*a*) any lands or hereditaments, or (*b*) any business (including the goodwill thereof), or (*c*) any chattels— confirmed or approved by order or certificate— for every 100*l.* or fraction of 100*l.* of the mortgage money up to 500,000*l.*	0 2 0	The order or certificate.
47. On a purchase of:— (*a*) any lands or hereditaments, or (*b*) any business (including the goodwill thereof), or (*c*) any chattels— confirmed or approved by order or certificate— for every 100*l.* or fraction of 100*l.* of the purchase money up to 500,000*l.*	0 2 0	The order or certificate.
Note.—Purchase money which represents the proceeds of a sale on which Fee No. 45 has been paid or is payable is exempt from the payment of this fee.		
48. On a partition or exchange of any lands or hereditaments confirmed or approved by order or certificate— For every 100*l.* value of the property so partitioned or exchanged up to 500,000*l.* ..	0 2 0	The order or certificate.
Note.—For the purpose of ascertaining the value of the property partitioned or exchanged the amount of any charge or encumbrance thereon is to be deducted.		
49. On taking an account of monies received by a person liable to account for the same— for every 100*l.* or fraction of 100*l.* of the amount received up to 500,000*l.* ..	0 2 0	The certificate.
Note.—Monies on which Fee No. 45 or Fee No. 53 has been paid are exempt from the payment of this fee.		
50. On taking an account of monies due to any person— for every 100*l.* or fraction of 100*l.* of the amount found due up to 500,000*l.* ..	0 2 0	The certificate.
and if on taking such an account nothing is found due	1 0 0	
Note. — In a debenture holder's action this fee is not payable.		
51. On an inquiry as to damages— for every 100*l.* or fraction of 100*l.* of the amount certified up to 500,000*l.* ..	0 2 0	The certificate.
52. On an inquiry to ascertain the person or persons interested in any property— for every 100*l.* or fraction of the value of the property up to 500,000*l.* ..	0 2 0	The certificate.
Note.—The amount on which this fee is payable shall not include any sum on which any of the fees No. 45 to 49 inclusive has been paid or is payable.		
53. On ascertaining pursuant to an order:— (*a*) the real or outstanding or undisposed of personal estate of a deceased person, or (*b*) any property subject to a trust, or a mortgage or charge (*c*) any partnership assets— for every 100*l.* or fraction of 100*l.* of the amount or value thereof up to 500,000*l.*	0 2 0	The certificate.
The amount on which this fee is payable shall not include:— (*a*) any outstanding debts believed to be bad or irrecoverable; (*b*) any sum on which any of the Fees No. 45 to 49 inclusive or Fee No. 52 has been paid or is payable; but shall include all sums paid after the commencement of the proceedings to creditors or to persons beneficially interested.		
54. On an order for payment or transfer out of court of any funds standing to the credit of an account which has not been dealt with (otherwise than by the continuous investment or placing on deposit of dividends) for a period of at least five years or in the case of an account of an infant, for a period of at least five years after the infant has attained 21. For every 100*l*, or fraction of 100*l.* of the actual value ordered to be paid or transferred out	0 5 0	The order.
Note.—In calculating this fee, if the funds have been the subject of an inquiry, the certificate of which was dated after the commencement of the period, credit is to be given for the amount paid under Fee No. 52 or for the portion thereon attributable to the funds ordered to be paid or transferred out of court.		

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
55. On settling a scheme :—	£ s. d.	
(*a*) for the management of a charity; or where the amount involved does not exceed 1,000*l.*	2 0 0	The certificate, or if there is no certificate the order confirming the scheme.
(*b*) in any other case ..	5 0 0	
56. On every certificate of a Master or a District Registrar .. *Note.*—This fee is payable in addition to the percentage fees prescribed above.	0 10 0	The certificate.
57. On signing, settling, or approving an advertisement	0 10 0	The draft advertisement.
58. On settling a lodgment schedule for payment into Court of purchase money or a balance of account	0 5 0	The schedule.
59. (*a*) On referring a bill of costs to a Taxing Master from Chambers without an order	0 5 0	The reference.
(*b*) On assessing costs for every 2*l.* or fraction thereof allowed	0 1 0	The bill of costs.
60. On a reference to the Conveyancing Counsel of the Court ..	0 10 0	The reference.
61. On settling a deed or other instrument or particulars or conditions of sale	1 0 0	The draft.
62. On settling :—		
(*a*) a recognisance or bond	0 10 0	The recognisance bond or undertaking.
(*b*) an undertaking in lieu of a bond	0 5 0	
63. On fixing the reserve on a sale out of Court	1 0 0	The proposed reserve.
64. On a certificate of attendance to receive money payable in respect of a purchase or a mortgage	0 5 0	The certificate.

SECTION III.

FEES PAYABLE IN THE KING'S BENCH DIVISION.

65. On filing :—		
(*a*) a notice of appeal to the High Court or (*b*) a special case pursuant to a Statute or the Common Law and setting down the appeal or special case for hearing ..	2 0 0	The notice or special case.
66. On an application by a Justice of the Peace (other than a Metropolitan Police Magistrate or a Stipendiary Magistrate) to take the oath of allegiance and judicial oath	2 0 0	The oath.
67. On sealing a notice of appeal from a Master or District Registrar to a Judge in Chambers	0 5 0	The notice.
68. On taking a receiver's account :—		
(*a*) where the account is less than 20*l.*	0 5 0	The account or certificate.
(*b*) in every other case ..	0 10 0	
69. On a reference to a Master or District Registrar (for enquiry or trial)— for every hour or part of an hour	0 10 0	The order or certificate.
70. On sealing :—		
(*a*) a writ of mandamus ..	1 0 0	The praecipe.
(*b*) any other prerogative writ	0 10 0	

(To be continued.)

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 11th September, 1930.

	Middle Price 27th Aug. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	89	4 9 11	—
Consols 2½%	56	4 9 3	—
War Loan 5% 1929-47	104	4 16 2	—
War Loan 4½% 1925-45	100	4 10 0	4 10 0
War Loan 4% (Tax free) 1929-42	103½	3 17 4	3 12 9
Funding 4% Loan 1960-90	92	4 7 0	4 7 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	95xd	4 4 3	4 5 6
Conversion 5% Loan 1944-64..	105½	4 15 0	4 13 9
Conversion 4½% Loan 1940-44	100	4 10 0	4 10 0
Conversion 3½% Loan 1961	78¼xd	4 9 5	—
Local Loans 3% Stock 1912 or after ..	65	4 12 4	—
Bank Stock	258	4 13 0	—
India 4½% 1950-55	86	5 4 8	5 11 8
India 3½%	63	5 11 1	—
India 3%	54	5 11 1	—
Sudan 4½% 1939-73	95	4 14 9	4 15 6
Sudan 4% 1974	87	4 12 0	4 14 3
Transvaal Government 3% 1923-53 .. .. (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 6 0
Cape of Good Hope 4% 1916-36	97	4 2 6	4 10 0
Cape of Good Hope 3½% 1929-49	84	4 3 4	4 15 6
Ceylon 5% 1960-70	101	4 19 0	4 19 0
Commonwealth of Australia 5% 1945-75 ..	93½	5 6 11	5 7 6
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	94	4 15 9	4 17 0
Natal 4% 1937	97	4 2 6	4 10 0
New South Wales 4½% 1935-45	84½	5 6 6	6 1 3
New South Wales 5% 1945-65	89½	5 11 9	5 14 0
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	103	4 17 1	4 14 6
Nigeria 5% 1950-60	103	4 17 1	4 16 3
Queensland 5% 1940-60	90½	5 10 6	5 12 6
South Africa 5% 1945-75	102	4 18 0	4 17 9
South Australia 5% 1945-75	90½	5 10 6	5 11 9
Tasmania 5% 1945-75	87½	5 14 3	5 16 0
Victoria 5% 1945-75	90½	5 10 6	5 11 9
West Australia 5% 1945-75	88½	5 13 0	5 14 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946-56	104	4 16 2	4 14 9
Cardiff 5% 1945-65	101	4 19 0	4 19 3
Croydon 3% 1940-60	72	4 3 4	4 15 0
Hastings 5% 1947-67 .. .. (First full half year's Dividend in October, 1930.)	104	4 16 2	4 15 6
Hull 3½% 1925-55	79	4 8 7	4 19 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	75	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	53	4 14 4	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	64	4 13 9	—
Metropolitan Water Board 3% "A" 1963-2003	66	4 10 11	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	85	4 2 4	4 16 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	64	4 13 9	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	102	4 18 0	4 17 3
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 18 9	—
Gt. Western Rly. 5% Rent Charge	99	5 1 0	—
Gt. Western Rly. 5% Preference	92½xd	5 8 1	—
L. & N.E. Rly. 4% Debenture	73½	5 8 10	—
L. & N.E. Rly. 4% 1st Guaranteed	69xd	5 15 11	—
L. & N.E. Rly. 4% 1st Preference	52½	7 12 5	—
L. Mid. & Scot. Rly. 4% Debenture ..	78½	5 1 11	—
L. Mid. & Scot. Rly. 4% Guaranteed ..	72	5 11 1	—
L. Mid. & Scot. Rly. 4% Preference	59	6 15 7	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	96½xd	5 3 8	—
Southern Railway 5% Preference	83½	5 19 9	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

GENTLEMAN, 36, married, Public School, ex-officer, 9 years last position, sub-manager non-ferrous metal merchants, seeks position with prospects, preferably salesman; salary and commission; references. 12211

BUSINESS MAN, 40, wide experience coal exporting, bunkering, shipping, stevedoring, held responsible positions, able organiser, good linguist, seeks position, home or abroad. 12161

EX-OFFICER, age 35 years, practical painter and decorator, would like to represent reputable firm of paint manufacturers on salary and commission basis. 12129

EX-OFFICER, 53, seeks employment as dispenser, book-keeper to V.S., or assistant in stud, kennels, dairy, herd; practical experience farming. 12220

EX-OFFICER, R.W. Fus. and R.A.F., age 36, well educated, keen, adaptable, fit, seeks post, home or abroad, where financial, Stock Exchange, commercial and general experience may find scope. Go anywhere, do anything. 12253

EX-REGULAR Captain, Indian Army, seeks post where organisation and initiative required as estate manager or agent; good practical knowledge dairy farming, pigs and poultry, also knowledge engineering (electrical), etc. 11981

SOLICITOR, admitted 1919, ex-officer, married, chiefly experienced in property, desires any suitable position (outdoor). 9165

ARTICLED CLERKS, &c.

OLD-ESTABLISHED Conveyancing firm in Midland county town require Articled Clerk. Public school man preferred. Personal supervision of experienced partner. Premium 150 guineas. Nice locality. Good prospects.—Box 480, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

PRACTICES AND PARTNERSHIPS.

CONVEYANCING.—Solicitor (M.A. Cantab.), 20 years London practice, will take upon terms, conveyancing, clientele (or part thereof) of a deceased or retiring solicitor.—Box 523, Solicitor's Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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LAW BOOKS.

FOR SALE.—Halsbury's Laws of England, Thick Paper Edition, morocco bound. Perfect condition.—Box 514, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—English and Empire Digest, complete, in perfect condition. Offers wanted.—Box 506, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FREEHOLD GROUND RENTS.

FREEHOLD Ground Rents (London and Suburbs) wanted for purchase by a client with large fund at immediate disposal.—A. Lloyd-Jones & Son, Solicitors, New Broadway-chambers, Ealing, W.5.

MISCELLANEOUS.

DEED BOXES (second-hand), about 20 required. Must be in good condition with keys.—W. H. Shrimpton, 54, Uxbridge-road, Hanwell, W.7.

INFORMATION REQUIRED.

2s. per line.

SARAH IDE, deceased, late of 14, Harefield Road, Crouch End.—Will anyone possessing a Will or Draft Will made by the above-named in May, 1926, or having any knowledge of the existence of such, communicate with Box 496, Solicitors' Journal, 29, Breams-buildings, E.C.4.

DR. HOWARD TREVELYAN GEORGE, deceased, late of 33, Ampthill-Square, N.W.1, and 2, St. Andrew's-place, Cardiff. Anyone who prepared or witnessed or has any knowledge of a Will of the above-named deceased, dated subsequently to 29th December, 1924, is asked to communicate immediately with Messrs. W. G. Howell & Co., 19, St. Andrew's-crescent, Cardiff.

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